

## UTILITY EASEMENT

For and in consideration of One Dollar ( \$1.00) cash in hand and other good and valuable consideration, the receipt of which is hereby acknowledged, I/ We

KENDALL FAMILY TRUST, 1981

do hereby grant unto the City of Hernando, Mississippi., a Mississippi Municipal Corporation, a perpetual non-inclusive, shared easement with the right to install, construct, lay and thereafter use, maintain and inspect a sewer line installed as per this easement hereto, on, over and across the following described property in DeSoto County, Mississippi, to wit:

A 10 foot wide easement for a proposed sewer line to be installed by a contractor in conjunction with the Hernando\ Nesbit Sewer Project. This easement will extend southwestward and westward from a sewer main extending from a new lift station at the north line of Section 36 at the Country Haven Mobile Home Park. Beginning at the new lift station , the new sewer main will extend southwestward 250 feet to a point between the pressure sewer and the existing ditch; thence southward 410 feet along a line between said pressure sewer and the existing ditch to a point; thence southwestward 200 feet to a point on the west side of the existing ATT cable easement; thence south 100 feet along the west side of said cable easement to a point on the north side of the Entergy right of way line; thence westward along the north side of said Entergy right of way a distance of 2400 feet more less to a point in the north line of the Kendall tract. All improvements are location in the northwest quarter of Section 36; Township 2 South; Range 8 West. DeSoto County, Mississippi.

Together with the right of ingress and egress over the grantors adjacent property during the construction phase of the project from the County Haven Mobile Home Park as shown by a recorded easement dated July , 2003. The consideration recited herein shall constitute payment in full for the use of the easement area for the sewer line location. This agreement together with the provisions of this grant shall constitute a covenant running with the land for the benefit of the grantee and grantor. Nothing in this agreement prevents or precludes easement Grantor from placing an improved road on top of the easement, or crossing the easement with other utilities.

Witness my signature on this the 8th day of December, 2005.

Kendall Family Trust, 1981

Dwight M. Kendall, Trustee  
Dwight M. Kendall, Trustee

Dona S. Kendall, Trustee  
Dona S. Kendall, Trustee

State of California

County of Los Angeles

On 12/8/05 before me, Richard W. Bell, Notary Public

Date

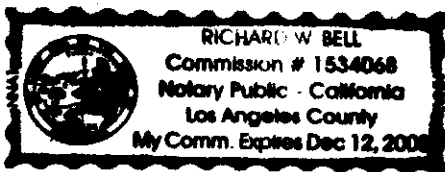
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Dwight M. Kendall and Dona S. Kendall

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



To be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Richard W. Bell

Signature of Notary Public

Prepared By:  
Joseph F. Lauderdale  
662-429-2780

Stockton

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## GRANTORS' ADDRESS:

DWIGHT M. KENDALL & DONA S. KENDALL  
c/o RICHARD W. BELL, COMPTROLLER FOR KENDALL FAMILY TRUST  
CONTINENTAL INVESTMENT CO.  
500 EAST OLIVE AVENUE  
SUITE #720  
BURBANK, CA 91501  
RES. TEL.: N/A  
BUS. TEL.: 818-547-0939

## GRANTEES' ADDRESS:

CITY OF HERNANDO  
475 WEST COMMERCE ST.  
HERNANDO, MS 38632  
RES. TEL.: N/A  
BUS. TEL.: 662-429-9092

PREPARED BY: JOSEPH F. LAUDERDALE, P.E.L.S.

231 WEST COMMERCE ST.  
HERNANDO, MS 38632  
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